

Nancy Hersh (SBN 49091)
Charles C. Kelly, II (SBN 122253)
Matthew D. Carlson (SBN 273242)
HERSH & HERSH, A Professional Corporation
601 Van Ness Avenue, 2080 Opera Plaza
San Francisco, CA 94102-6388
Telephone: (415) 441-5544
Email: ckelly@hershlaw.com
Email: mcarlson@hershlaw.com

Attorneys for Plaintiffs
Maribel Cedeno, *et al.*

Mark S. Askanas (SBN 122745)
Dylan B. Carp (SBN 196846)
Steven Koyanagi (SBN 269094)
JACKSON LEWIS LLP
199 Fremont Street, 10th Floor
San Francisco, California 94105
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
Email: askanasm@jacksonlewis.com
carpd@jacksonlewis.com
steven.koyanagi@jacksonlewis.com

Attorneys for Defendant
OMNEX GROUP, INC. d/b/a GIROMEX,
INC.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MARIBEL CEDENO, *et al.*,
Plaintiffs,

v.

OMNEX GROUP, INC. d/b/a GIROMEX, INC.,
Defendant.

Case No. CV11-5521 EDL

~~PROPOSED~~ ORDER

1. CERTIFYING SETTLEMENT
CLASS;

2. FINALLY APPROVING
PROPOSED SETTLEMENT;

3. ENTERING JUDGMENT

GRANTING JOINT MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Date: October 9, 2012
Time: 10 a.m.

Complaint filed: November 15, 2011

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

Plaintiff Maribel Cedeno ("Plaintiff") and Defendant Omnex Group, Inc. d/b/a Giromex,

1 Inc. ("Defendant") have reached terms of settlement for a class action, memorialized in the
2 Stipulation of Class Action Settlement and Release ("Settlement Agreement") (*see* Declaration of
3 Dylan B. Carp in Support of Joint Motion for Final Approval of Settlement, Exh. A).

4 On April 9, 2012, this Court (1) certified a class for settlement purposes, (2) preliminarily
5 approved the terms of the proposed class action settlement as fair, reasonable, and adequate, and
6 (3) authorized notice to the settlement class of the terms of the proposed settlement.

7 On September 4, 2012, Plaintiff moved for an Order awarding Class Representative
8 Enhancement payments, attorney's fees, and reimbursement of costs incurred by Class Counsel.

9 Having completed the process of providing notice to the Settlement Class, and no objectors
10 having come forward, the Parties have filed a Joint Motion for Final Approval of the Proposed
11 Class Action Settlement ("Final Approval Motion").

12 The Settlement Agreement between the Parties provides that the Parties stipulate to
13 certification of a Class for settlement purposes only. The Settlement Agreement is conditioned
14 upon, among other things, the Court's approval. Capitalized terms in this Order shall have the
15 same meaning as in the Settlement Agreement unless indicated otherwise.

16 After reviewing the Settlement Agreement, the Notice of Class Action and Pending
17 Settlement ("Class Notice"), and other related documents, the Final Approval Motion, the
18 Declarations of Charles C. Kelly, II and Dylan B. Carp in support of Final Approval Motion, and
19 the Declaration of Abel Morales of CPT Group, Inc. regarding the notice and claims process, IT IS
20 HEREBY ORDERED AS FOLLOWS:

21 1. The Court finds that the proposed Fair Labor Standards Act ("FLSA") class
22 satisfies the requirements of a collective action under 29 U.S.C. § 216(b). The requirements of 29
23 U.S.C. § 216(b) are satisfied because Plaintiff and the collective actions members are "similarly
24 situated."

25 2. The Court finds that the proposed Rule 23 class satisfies the requirements of a
26 settlement class under Rule 23 of the Federal Rules of Civil Procedure. The requirements of Rule
27 23(a) are satisfied because the proposed Class is so numerous that joinder of all Class Members is
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1 impracticable, there are questions of law or fact common to the Class, the claims of Plaintiffs are
2 typical of the claims of the Class; and Plaintiffs will fairly and adequately protect the interests of
3 the Class. The requirements of Rule 23(b) are satisfied because questions of law or fact common
4 to Class Members predominate over any questions affecting only individual Class Members.

5 3. The Court hereby grants final approval of the parties' Settlement Agreement as it
6 meets the criteria for final settlement approval. The settlement falls within the range of possible
7 approval as fair, adequate and reasonable, appears to be the product of arm's-length and informed
8 negotiations, and treats all Class Members fairly. The Court further finds that the parties have
9 conducted extensive investigation and research, and the attorneys for the parties are able to
10 reasonably evaluate their respective positions. The Court also finds that settlement at this time
11 will avoid additional substantial costs, as well as avoid the delay and risks that would be presented
12 by the further prosecution of the action. The Court has reviewed the monetary recovery being
13 granted as part of the settlement and recognizes the value accruing to the Settlement Class
14 Members. The Court also finds that the response of the Settlement Class weighs in favor of
15 approval in that no objections or requests for exclusion were submitted.

16 4. The parties' notice plan was constitutionally sound because individual notices were
17 mailed to all Class Members whose identities are known to the parties, and such notice was the
18 best notice practicable. The Class Notice was sufficient to inform Class Members of the terms of
19 the Settlement, their rights under the Settlement, their rights to object to the Settlement, their right
20 to receive a payment under the settlement or elect not to participate in the settlement, and the
21 processes for doing so. As detailed in the Final Approval Motion, the distribution of the Class
22 Notice and Claim Form (collectively, Notice Packet) directed to the Settlement Class Members
23 has been completed not only in substantial conformity with the Preliminary Approval Order, but
24 beyond the requirements of the Preliminary Approval Order and Settlement Agreement. The
25 Notice Packet provided due and adequate notice of the proceedings and of the matters set forth
26 therein, including the proposed settlement terms as set forth in the Settlement, to all persons
27 entitled to such notice. The Class Notice fully satisfied the requirements of due process, having
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1 been sent to all Settlement Class Members who could be identified through reasonable effort, and
2 was the best notice practicable under the circumstances.

3 5. The following persons are certified as Class Members solely for the purpose of
4 entering a settlement in this matter: All persons employed by Giromex as Branch Tellers within
5 the State of California at any time between November 15, 2007 and April 9, 2012.

6 6. Class Members are bound by the Rule 23 settlement unless they submitted a timely
7 and valid written request to be excluded from the settlement. Class Members are bound by the
8 FLSA settlement if they cash the check they receive.

9 7. Having received no objections, and the time for submitting such objections having
10 past, the Court finds that no valid objections have been submitted and no objections will be
11 considered by the Court.

12 8. Plaintiff Maribel Cedeno is appointed as Class Representative. Hersh & Hersh, A
13 Professional Corporation, is appointed as Class Counsel.

14 9. The Court hereby directs Defendant to transmit, in the time specified by the
15 Settlement, all monies necessary to fully fund the distributions payable pursuant to the Settlement
16 Agreement.

17 10. The Court hereby directs payment to the Claims Administrator, CPT Group, Inc.,
18 for fees and expenses, all outstanding amounts to be paid from outside the Gross Settlement Fund
19 pursuant to the Settlement Agreement's terms for such distribution. The Court finds that CPT
20 adequately discharged its obligations as Claims Administrator under the terms of the Settlement
21 Agreement.

22 11. The Court hereby directs CPT to pay all Settlement Class Members who did not
23 submit exclusion forms in accordance with the terms of the Settlement Agreement.

24 12. In accordance with the Settlement Agreement, the Court hereby orders that the
25 Settlement Class Members who cash their checks will release their FLSA claims. In accordance
26 with the Settlement Agreement, the Court hereby orders that all Settlement Class Members have
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1 released their claims under California law because no Settlement Class Members timely excluded
2 themselves from the settlement.

3 13. The Court hereby orders that Settlement Class Members who did not timely object
4 to the settlement set forth in the Settlement Agreement are barred from prosecuting or pursuing
5 any appeal of the Court's Order Granting Final Approval to the settlement.

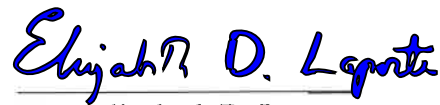
6 14. The Settlement embodied in the Settlement Agreement is not an admission by
7 Defendant, nor is this Order a finding of the validity of any claims in the lawsuit or of any
8 wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document
9 referred to herein, nor any action taken to carry out the terms of the Settlement Agreement, may be
10 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or
11 liability whatsoever.

12 15. The Court hereby directs that the Clerk of the Court enter the Court's Order as a
13 Final Judgment.

14 16. The Court hereby orders that, without affecting the finality of the Final Judgment, it
15 reserves continuing jurisdiction over the parties for the purposes of implementing, enforcing
16 and/or administering the settlement or enforcing the terms of the Judgment.

17 **IT IS SO ORDERED.**

18 15
19 DATED: October 9, 2012


Hon. Elizabeth D. Laporte

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